

TERMS AND CONDITIONS FOR TRANSACTING REMITTANCES THROUGH THE REMITTANCE SERVICE (APPLICABLE FOR INDIVIDUAL USERS ONLY)

These terms and conditions shall apply to each person or individual ("**User**") transacting remittance(s) through the remittance platform available in the Touch 'n Go mobile application, i.e. the Touch 'n Go eWallet, and all transactions relating to such remittance, including an application or request by the User to remit the money, receive the money and/or cancel the remittances.

The use of the remittance services shall be provided by TNG Digital Remittance Sdn. Bhd. (Registration No: 200701015698 (773705-K)) ("**TNGDR**"). TNGDR reserves its rights to add or amend any of the terms and conditions stated herein at any time and without prior notice or reference to the User at TNGDR's sole and absolute discretion.

Please read these Terms and Conditions carefully. By requesting and/or using the Services (hereunder defined), you hereby acknowledge having read, understood, and agree to be bound by these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "**Applicable Laws**" means the laws, regulations, policies, guidelines, rules, and requirements (whether or not having the force of law) in the relevant jurisdiction governing TNGDR and/or the User (as may be applicable), including but without limitation to Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Money Services Business Act 2011, Personal Data Protection Act 2010 and shall include such other requirements that TNGDR stipulates from time to time.
- 1.2 "**Business day**" means any day on which both the banks in Malaysia and Beneficiary Country are open for business and are subject always to the Touch 'n Go mobile application, i.e. the Touch 'n Go eWallet services availability.
- 1.3 "**Beneficiary**" means the beneficiary who ultimately receives the payment by the User's instruction through the System.
- 1.4 "**Beneficiary Account**" means the bank account of the Beneficiary authorized by the User for money transfer/remittance pay-out.
- 1.5 "**Beneficiary Bank**" means the bank located in the Beneficiary's Country at which the Beneficiary maintains an Account to credit the remittance pay-out.
- 1.6 "**Beneficiary Country**" means the country of the Beneficiary where the crediting of the Beneficiary's account is to be made.
- 1.7 "**Beneficiary Currency**" means the currency in which the remittance payout is to be made.
- 1.8 "**Loss(es)**" includes loss, damage, claim, costs, subscription fees, charges, damages, and/or expenses of whatsoever nature without limitation arising from the contract, tort, equity, or any other principles of law or legal theory (including any loss of profits, loss of savings, loss of data, loss of opportunity, loss of goodwill, special, incidental, punitive or exemplary losses and consequential damages) and howsoever arising whether direct, indirect, joint, several, actual, contingent or otherwise (including legal fees on a full indemnity basis) and includes without limitation claims made by third parties and

claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers and unauthorized or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses howsoever arising.

- 1.9 **“TNGDR”** refers to TNG Digital Remittance Sdn Bhd (Registration No: 200701015698 (773705-K)), a company incorporated under the laws of Malaysia with its corporate office at Level 2, Tower 6, Avenue 5, Bangsar South, No. 8 Jalan Kerinchi, 59200 Kuala Lumpur and includes its successors and assigns.
- 1.10 **“Touch ‘n Go eWallet” or “TNG eWallet”** means a software application on a mobile application or device through which the Services is provided by TNGDR and it shall be considered to form part of the System.
- 1.11 **“Net Pay-out Amount”** means the net amount to be credited to the Beneficiary’s Account in the currency of the Beneficiary’s country.
- 1.12 **“Privacy Notice”** means TNGD Group policies and principles about the collection, use, and storage of personal information of the Users may be amended from time to time and made available on the System provided by TNGDR.
- 1.13 **“Rate”** means Foreign Exchange rates where the conversion rate of each pay-out currency is displayed on the System by TNGDR and is subject to change from time to time according to the prevailing market condition.
- 1.14 **“Services”** refers to an online money transfer service offered by TNGDR to facilitate the User’s transfer of funds to the Beneficiary in the Beneficiary Currency.
- 1.15 **“Service Fee”** means the fee imposed by TNGDR to the User for each remittance instruction made and is subject to change at TNGDR’s sole and absolute discretion.
- 1.16 **“System”** means TNGDR’s proprietary online remittance/money transfer system accessible by the User via a mobile application known as the Touch ‘n Go eWallet or such other electronic devices which are capable of supporting the Services application for purposes of carrying out the Transaction(s).
- 1.17 **“Terms and Conditions” or “Terms of Services” or “these Terms”** means all the terms and conditions under which the Services are offered by TNGDR to the User.
- 1.18 **“Transaction(s)”** means online remittance or money transfer transaction(s) carried out by the User through the System to:
 - a. access the User’s Account to carry out money transfer transactions; and/or
 - b. initiate changes in address, view previous transaction records, and ascertain the status of the current transaction; and/or
 - c. performs such other acts as permitted by the System from time to time.
- 1.19 **“Taxation Authority”** means any government, state or municipality or any local, state, federal or other authority, the body of official exercising a fiscal, revenue or excise function.
- 1.20 **“Taxes”** means any tax, levy, duty, charge, deduction, and withholding (without limitation sales and service tax (SST), (if applicable), however, it is described as that is imposed under the Applicable Laws by the Taxation Authority and any related interest, penalty, fine or other charges.

- 1.21 **“TNGD Group”** refers to TNG Digital Sdn Bhd and TNG Digital Remittance Sdn Bhd unless and to the extent otherwise stated.
- 1.22 **“User/You/Your”** means an individual (excluding Company/ Sole-Proprietorship/ Partnership/ Association) whose application for Services has been accepted and registered with TNGDR or shall also be referred to as a sender to a Transaction.
- 1.23 **“User’s Account”** refers to the facility made available to the User upon a successful validation process for uniquely identifying the User of the Services and for accessing the Services via the System provided by TNGDR.
- 1.24 Unless repugnant to the context herein in these terms: -
- a. reference to a particular gender shall be deemed to include a reference to the other gender.
 - b. reference to the singular shall include the plural and vice versa.
 - c. reference to the word “include” or “including”, wherever appearing in these Terms shall be read as if the word “without limitation” inserted thereafter.

THE USER HEREBY AGREES TO SUBSCRIBE TO THESE SERVICES UPON THE TERMS HEREIN CONTAINED.

2. ELIGIBILITY

- 2.1 The User must have attained eighteen (18) years of age and permitted under Applicable Laws to apply and use the System.
- 2.2 A User must meet the customer due diligence requirements imposed by TNGDR and Applicable Laws.
- 2.3 A User who avails the Services acknowledges that he may be violating the Applicable Laws and agrees to be solely and liable for any liabilities arising therefrom and undertakes to indemnify TNGDR against any Loss incurred by TNGDR thereto.

3. SERVICE FEE AND FOREIGN EXCHANGE RATE

- 3.1 For each remittance transaction through the System, the User shall be liable for Service Fee. The applicable Service Fee and foreign exchange rate are based on the latest Rate provided by TNGDR from time to time. The User agrees that TNGDR shall have the absolute and sole discretion in the determination of the said Service Fee and applicable foreign exchange rate. The latest Rate shall be applicable and accessible by User(s) via the Touch 'n Go eWallet.

4. USER'S RESPONSIBILITIES

- 4.1 User warrants that all particulars and information provided by the User to facilitate approval and validation for the Services are true, accurate, current, complete, and not misleading. The User further undertakes to forthwith notify TNGDR of any changes to the User’s particulars and such other information as required by TNGDR, in writing, by

way of prepaid registered post, email, and by producing original identification documents for verification purposes.

- 4.2 User undertakes to indemnify TNGDR, its employees, directors, officers, representatives, affiliates, subsidiaries, and agents for any Loss caused to TNGDR arising from the User providing untrue, inaccurate, out-of-date, incomplete, or misleading information or particulars.

- 4.3 User acknowledges and agrees that: -

- a. unless there are sufficient funds deposited with TNGDR in advance for the amount requested to be remitted by the User inclusive of applicable Service Fee and Taxes, TNGDR comes under no obligation whatsoever to act on the User's pay-out instruction.
- b. TNGDR may restrict, decline, or refuse the User's request for carrying out any Transaction(s) at any time at TNGDR's sole discretion without assigning any reasons thereto.
- c. Although the Services may be accessible outside of Malaysia, TNGDR accepts no liabilities whatsoever arising from any non-compliance with the laws of any country other than Malaysia for the use of the Services.
- d. User(s) is/are required to furnish all the relevant information under any column(s)/field(s) that is/are being indicated as mandatory in the System, each time such User(s) wish(es) to initiate any remittance pay-out transaction.
- e. TNGDR may rely on the registration information and the remittance pay-out information provided by the User to TNGDR. Any errors in the information provided by the User including misidentification of Beneficiary, incorrect account holder's names, account numbers, and/or Beneficiary card number (if applicable) shall be at the User's sole responsibility and risk. The User undertakes to hold TNGDR harmless from all losses and damages arising from any TNGDR's act or omission in reliance upon any such erroneous information.
- f. the User acknowledges that the duration for remittance pay-out delivery to the Beneficiary shall be as stipulated in the System.
- g. in the event the User cancels a Transaction or the Transaction is unsuccessful due to reasons of erroneous particulars provided by the User, the User shall remain liable for the applicable Service Fee and Taxes.
- h. without limitation, the User acknowledges that it must maintain a registered account and verified account with Touch 'n Go eWallet and/or a banking account in Malaysia (applicable for Malaysian and non-Malaysian citizen) together with a valid permit and visa (for non-Malaysian citizen) for the use of the Services. In addition, the User may also opt to deposit funds for remittance purposes (including applicable Service Fee and Taxes) to TNGDR from the User's account, bank debit or credit card.
- i. TNGDR reserves sole and absolute discretion to determine and impose limits for the Transactions performed through the System whether in amount, frequency or otherwise in accordance to the Applicable Laws, and that TNGDR reserves absolute rights to vary such limitations subject to

requirements/amendments to the Applicable Laws and/or TNGDR's internal policies.

5. PROHIBITIONS AND RESTRICTIONS

5.1 User shall not: -

- a. use the Services in any way which will deprive other Users of their legitimate right to use the Services.
- b. use the Touch 'n Go eWallet and/or Services for unlawful purposes in any jurisdiction or breach any of these Terms.
- c. use the Services for any unlawful or illegal activity or in breach of any Applicable Laws including without limitation any subsequent amendment(s) thereto.
- d. allow access, re-sell or re-provide the Services to any other person.
- e. modify, copy, distribute, reproduce, transmit, display, perform, publish, upload, post, license, create derivative works from, transfer, or sell any information, designs, trademarks, software, or services obtained from the System.
- f. post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information or statement of any kind without limitation, any information or statement constituting or encouraging conduct that would tantamount to a criminal offense, give rise to civil liability and/or violates any Applicable Laws.
- g. post or transmit any messages that amount to advertising material, touting or sale of, or offer to sell, any product or service.
- h. transmits or disseminates advertising material, chain letters, spam, junk mail, or another type of unsolicited messages.
- i. post or transmit or disseminate viruses, worms, Trojan horses, or other harmful, disruptive, or destructive files.
- j. post, publish, transmit, reproduce, distribute, or in any way exploit any information, software, or other material obtained from or through the mobile application for commercial purposes.
- k. attempt to decompile or reverse engineer any software available on the Touch 'n Go eWallet.
- l. attempt to hack into the mobile application or otherwise attempt to subvert any firewall or other security measure of the Touch 'n Go eWallet.

5.2 In the event, the Touch 'n Go eWallet contains bulletin boards, access to mailing lists, or other communication facilities, the User shall only send and receive messages that are proper and related to the particular subject forum/purposes only.

5.3 Any software provided on, by, or through the Touch 'n Go eWallet for a specific purpose shall only be used for that purpose and no other.

5.4 User shall comply with the rules of any network through which User access the Services.

- 5.5 User shall comply with and shall not contravene Applicable Laws, without limitation laws of such jurisdiction relating to the use of the Services.
- 5.6 The Services are only available in Malaysia. If for any reason the User uses the Services outside Malaysia, TNGDR may not support the services and User's use of the Services at the User's own risk including the risk that the use thereof violates local laws in the country/jurisdiction.

6. LIMITATION OF LIABILITY

- 6.1 TNGDR's liability to the User under these Terms shall be strictly limited to the refund of the remittance amount transacted by the User through the Services (excluding charges, costs, or expenses of whatsoever nature the User may have incurred) which remain undelivered/unpaid to the Beneficiary, subject to always that such failure is not contributed by any act or omission of the User.
- 6.2 Except for TNGDR's refund obligation under **clause 6.1**, under no circumstances TNGDR will be liable for any loss to the User whether or not such Loss is due to the wilful act, omission, neglect, default, or non-performance on the part of TNGDR, its directors, shareholders, employees or agents or such other person(s) /entity(ies) engaged by TNGDR to facilitate the Services.
- 6.3 Subject to and without prejudice to **clauses 6.1 and 6.2** or any other provisions under this Terms to the contrary, TNGDR's cumulative liability for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including but not limited to those arising out of or related to these Terms and Conditions) and regardless of the form of action or legal theory SHALL NOT EXCEED Ringgit Malaysia Fifty (RM50.00).
- 6.4 Without limitation to **clause 6 of these Terms**, TNGDR shall not be responsible or liable for any Loss incurred or suffered by the User or any third party arising from: -
 - a. User's inability to perform any transactions due to the limits set by TNGDR from time to time; or
 - b. any intrusion or attack by any person or party on the hardware, software, the System through the internet, mobile, tablet devices, and /or such other electronic devices (capable of supporting the Services application) including but not limited to viruses, Trojan Horses, malware and/or macros or other harmful components or disabling devices that may suspend, disrupt, or disable the System or any part thereof.

7. DISCLAIMER

- 7.1 Due to the inherent hazards of electronic distribution User agrees and accepts that Service may be unavailable from time to time due to required maintenance, electronic or other systems failures or interruptions (whether of TNGDR or any third party), or other disruptions. TNGDR, its suppliers, and their respective affiliates, officers, distributors, and employees shall not be liable to the User for any Loss suffered by the User as a result thereof. TNGDR does not guarantee that Services will be uninterrupted, secure, error-free, and free from viruses or other harmful components.

- 7.2 TNGDR shall not and will not endorse or review, and shall not be responsible for, the messages, views, opinions, and recommendations of any third parties, Users, and organizations of deemed interest. TNGDR does not advocate any commercial dealings in any third-party products or investments. The inclusion in Services of a link to another website(s) or resources does not imply any form of endorsement by TNGDR. Any User seeking recourse shall do so against such party providing such advice, products, or services. However, TNGDR requires all Users to comply with all relevant laws, and ensure that the law and the rules are observed and complied with. Without limitation, the User acknowledges that TNGDR shall not be responsible for the privacy and confidentiality of any personal information provided by the User to the other linked websites in any manner whatsoever.
- 7.3 TNGDR reserves absolute discretion without notice to the User, to introduce changes to the features appearing on the Touch 'n Go eWallet from time to time without limitation to add, modify or remove such features.
- 7.4 In amplification to any provisions of these Terms, TNGDR does not guarantee storage of any data stored by the User in the System and excludes all liability for loss of data.

8. INDEMNITY

- 8.1 User shall indemnify TNGDR, its directors, officers, its suppliers, their employees, subsidiaries, related corporation, associates, distributors, and affiliates against any Loss suffered by TNGDR, its directors, officers, its suppliers, their employees, subsidiaries, related corporation, associates, distributors and affiliates to any person as a result of any breach of these Terms without limitation to any acts or omissions of an authorised person (where applicable) in breach of these Terms.

9. NOTICES

- 9.1 All notices under these Terms are deemed served on the User immediately after it is posted on TNGDR's website or any other online or other medium, which TNGDR may introduce from time to time.

10. FORCE MAJEURE

- 10.1 TNGDR, its correspondent agents, and/or any entities involved in the process of remittance transfer shall not be liable for any loss or damage arising from any delay or failure in the remittance transmission due to any government order, law, levy tax, or exchange restriction or any other cause beyond the control of TNGDR (including, but not limited to, the acts of God).

11. ASSIGNMENT

- 11.1 This Agreement is not assignable by the User(s).

12. THIRD PARTY

- 12.1 Nothing in these Terms and Conditions confers or shall purport to confer on any third party any benefit or any right to enforce any terms or conditions herein.

13. JURISDICTION & GOVERNING LAWS

- 13.1 The terms and conditions herein and all remittance transactions by way of Services shall be governed and interpreted according to the laws of Malaysia and subject to the exclusive jurisdiction of the courts of Malaysia.
- 13.2 These Terms and Conditions between TNGDR and the User shall be deemed to have been made and executed at TNGDR's office in Bangsar South and any breach of the terms and conditions stated herein shall be deemed to have arisen in Bangsar South irrespective of where the User carries out business or where the Transaction may have taken place.

14. DISCLOSURE AND MARKETING

- 14.1 The User hereby agrees that TNGDR's rights to the User's and Beneficiary(ies) information and disclosure shall be in accordance with the Privacy Notice. User further consents to holding, collection, and use of all personal data provided by the User arising from the Services in accordance with the Privacy Notice as may be amended from time to time.
- 14.2 In amplification and not in derogation of **clause 14.1** above of these Terms, TNGDR reserves the right to disclose part of or all information concerning the User and/or Beneficiary(ies) at such time and in such manner as is permitted or required by the Applicable Laws to the relevant authorities.
- 14.3 Subject to the Privacy Notice, TNGDR may send to the User any marketing, advertising, and promotional information about other products/services that TNGDR may be offering or which TNGDR believes may be of interest or benefit to the User via the available marketing channels. The User has the right to opt out from receiving marketing messages. If the User wishes to opt out from receiving marketing messages, please visit the profile page in the Touch 'n Go mobile application and follow the instructions stated therein. If the User does not opt out from receiving marketing messages, the User will be deemed to have consented to receiving such messages from TNGDR, our related affiliates, and/or associated companies affiliated, and/or associated companies, our merchants, and strategic partner.

15. TIME & NON-WAIVER

- 15.1 Time, wherever mentioned, shall be the essence of these Terms, and no failure to exercise and delay in exercising on the part of TNGDR of any right, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

16. EXCHANGE RATE

- 16.1 The conversion of exchange rates is based on the latest rate provided by TNGDR and is subject to change without prior notice at TNGDR's sole and absolute discretion.

17. SEVERABILITY

- 17.1 If any provision in these Terms is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed to the fullest extent allowed by law to render the provision valid and enforceable, and if no such constrain is possible, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms.

18. REGULATORY

- 18.1 The User acknowledges that the Services shall be subject to the applicable rules, guidelines, and requirements of the Central Bank of Malaysia or Bank Negara Malaysia ("BNM").

19. AMENDMENTS

- 19.1 TNGDR reserves the right at its absolute discretion to vary, add to, delete, alter or otherwise amend any or all of these Terms and Conditions or any part thereof by giving the User twenty-one (21) days prior notice of such changes, additions or deletions. User's continued use of the Services offered by TNGDR after such variation, addition, deletion, alteration or amendments to the Terms and Conditions, shall constitute the User's agreement to be bound by them. The User shall have no recourse whatsoever against TNGDR for any Loss as a result of such variation, addition, deletion, alteration, amendment, or otherwise. The User is advised to visit the TNGDR's website from time to time to keep updated of the latest variation to these Terms (if any).
- 19.2 No rule of construction applies to the disadvantage of TNGDR as TNGDR was responsible for the preparation of these Terms and Conditions or any part of it.

20. ENGLISH VERSION

- 20.1 In the event these Terms and Conditions are translated into a language other than English, it is done solely for convenience purposes, with only the English version of these Terms and Conditions shall be valid and binding.

21. DISCREPANCY AND CONFLICT

- 21.1 In the event there is conflict or discrepancy between any of the provisions of these Terms and Conditions and such other terms appearing elsewhere on the mobile application, the Terms and Conditions to the extent of such discrepancies and/or conflict shall take priority and precedence.

22. SURVIVAL

- 22.1 The obligations and responsibilities of the User under these Terms and Conditions, by their nature should survive termination shall so survive.

23. TITLE AND HEADINGS

- 23.1 The title and headings of clauses of these Terms and Conditions are solely for convenience of reference and will not be used in interpreting or construing the Terms.